



AMENDED AND RESTATED

ASSOCIATION RULES & REGULATIONS

OF

**HERITAGE GRAND HOMEOWNERS ASSOCIATION,
INC.**

A TEXAS NON-PROFIT CORPORATION

***TO BE EFFECTIVE UPON RECORDING IN
FORT BEND COUNTY, TEXAS***

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HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC. ASSOCIATION RULES AND REGULATIONS

Article 1. Overview

Heritage Grand's common property is intended for our residents' use and enjoyment. The Board of Directors (Board) of the Heritage Grand Homeowners Association, Inc. ("HOA") has established these Rules and Regulations in accordance with the authority granted it to them by Article VI, Section 11 of the Declaration of Covenants, Conditions and Restrictions (the Declaration) and Section 204.010(6) of the Texas Property Code ("TPC").

Article 2. Community Rules and Regulations

Section 1. 55+ Community

1. As provided in the exemption in the Fair Housing Act, at least 80% of all of the Residences and Units in Heritage Grand, if occupied, shall be permanently occupied by at least one person 55 years of age or older.
2. To maintain this age demographic, the HOA is required, by law, to conduct a census every two (2) years. Owners shall provide requested information to support each census.
3. The U.S. Department of Housing and Urban Development (HUD) requires these surveys be maintained for audit-on-demand documentation.

Section 2. Children and Guests in Heritage Grand

1. Children (persons under 19 years of age) may only stay in the home for a maximum of 60 days per year.
2. Heritage Grand Housing is limited to single families only.
3. All children and guests, when using Heritage Grand sports facilities or the clubhouse, shall be accompanied by a resident. (See exception: Clubhouse Rules, Article 2, Section 3)

Section 3. Estate Sales and Garage Sales

Subsection 1: Estate Sale: available only for those permanently leaving Heritage Grand, either by death or by already having made relocation arrangements.

- a. Applications are located at the Clubhouse and must be scheduled and approved by the Clubhouse Staff ("Staff").
- b. Maximum length of sale is two (2) consecutive days.
- c. Directional signs to the property that are placed on common property will be furnished by the Owner or the sale agent conducting the Estate Sale, but the signs shall be approved by Staff before the sale date.
- d. No other advertising signage is allowed.

Subsection 2: Garage Sales, Rummage Sales or similar activity: Any sale of personal property to the public that doesn't meet the estate sale requirements is addressed by this subsection.

- a. Such sales are allowed one (1) weekend per year as a part of an overall Heritage Grand community garage sale event.
- b. Specific rules for taking part in this community-wide event are communicated by event organizers through the Staff.

Subsection 3: Any sale non-compliant with either Subsections 1 or 2 above shall be requested to terminate; this homeowner action shall immediately occur regardless of Owner expense or inconvenience.

Section 4. **Golf Carts within Heritage Grand**

1. Operators must have a current vehicle driver's license and liability insurance is recommended.
2. Carts may be driven or parked on sidewalks or grassed common property but only if the following rules are followed:
 - a. Pedestrians using the sidewalk always have the right-of-way.
 - b. Cart drivers shall stop movement until oncoming pedestrians pass the cart.
 - c. If overtaking a pedestrian going in the same direction as the cart, the driver shall courteously announce his/her presence and request the pedestrian allow the cart to pass.
 - d. Carts may not be parked on a sidewalk unless potential walking individuals retain easy single file access around the otherwise blocked sidewalk.
 - e. If carts are driven/parked on common HOA property, any damage to the surface (grass kill, tire ruts) shall be repaired at Owner's expense.
3. If parking in a handicapped parking space, a handicap placard must be displayed.
4. Operation is limited to daylight hours unless vehicle is equipped with and is using headlights and taillights.
5. The Owner is solely responsible for the operation of golf cart, or any damage caused by the cart's use.

Section 5. **Parking Lot Use**

1. The Clubhouse parking lot is for the express use of persons attending Clubhouse events or using Clubhouse facilities.
2. The parking lot is not to be used by residents to store vehicles.
3. Large vehicles (too large to fit in a single painted parking spot) will not be allowed:
 - a. without a staff-authorized parking permit (permit is to be displayed for view from the lot),
 - b. whenever, in the sole opinion of the staff, a potential need could require the full parking lot during the requested time period, or
 - c. permit period is for a maximum of 24 hours
4. Nonpermitted parking is subject to towing at the Owner's expense.

Section 6. **Pets:**

1. A resident with pets must keep the pet leashed while walking and pick up any excrement which the pet leaves.
2. A pet is not to be tied up in the front yard of a home, instead it must be kept either inside the home or in the backyard.
3. Animals should be controlled to keep their noise level down so as not to disturb one's neighbors.

Section 7: **Trash Pickup:**

1. Trash may not be put out until the evening before the pickup day.

Article 3. Violations and Enforcement

Section 1. Overview

The information furnished under the several headings below describes the HOAs approach for understanding violations of our governing documents and enacting enforcement activity as needed.

1. In order to maintain a residential community which is aesthetically pleasing, operationally effective and focused on the preservation and enhancement of property values and community amenities, it sometimes becomes necessary to undertake enforcement procedures.
2. When it comes to identification and recognition of violations, the HOA recognizes that there are less serious and more serious violations—the enforcement actions (when needed) are designed to take those differences into account.
3. The Board has no flexibility to ignore violations of a rule once it becomes aware of it.
4. Owners are accountable for violations occurring on their property regardless of whether they caused (constructed) the violation or when the violation occurred (including before ownership).
5. There is a statute of limitations concerning violations before it becomes unenforceable: The Board must act within four (4) years of when the Board becomes aware of the violation (not the length of time the violation has existed.)

Section 2. Enforcement of Architectural Rules and Regulations

The following information presents the procedure being practiced when a violation has been identified. These procedures comply with (1) Article VI of the Declaration and (2) TPC Sections 209.006, 209007, and 209.0051, and requirements from those governing documents shall be met.

Subsection 1. “Informal” Communications

1. Informal Notice
 - a. The Staff will have a communication made (either verbally or by an informal email) with the Owner to make the Owner aware of the claimed violation and to help the Owner understand the significance and importance of the violation.
 - b. Monitoring for a reasonable time (as determined by the Staff involved, typically 30 days) will then take place to determine if voluntary compliance has occurred.
 - c. The Owner may request discussion with the Board concerning the alleged violation.
 - d. When compliance is attained, no further action will be required.
 - e. If compliance is not attained, additional steps may be implemented.

Subsection 2: Violations Not Successfully Addressed in the “Informal” Stage.

1. Notice of Violation Letter
 - a. Should the Owner fail to correct the violation through the process above, the staff shall provide the Owner with a formal Notice of Violation letter (the 209 Letter) by certified and regular mail. This letter must:
 - 1) Set forth with specificity the violation alleged and the provision of the governing requirements to which the alleged violation relates
 - 2) Set forth with specificity the corrective action required of the Owner.
 - 3) Specify the date by which the Owner must correct the violation, if the violation is not a threat to public health or safety.
 - 4) Inform the Owner that fines or other sanctions may be imposed for failure to correct the alleged violation.

2. Hearing Opportunity

- a. Unless the Notice of Violation Letter relates to a violation for which the Owner has previously been given notice under this section and the opportunity to exercise any rights available under this section in the preceding six (6) months, the Owner may request a hearing by the Board. Information concerning hearing specifics is presented in the 209 letter.
- a. Once an enforcement action process is begun, the Owner involved may have the right to meet with the Board concerning the dispute. As stated above this right depends upon the current violation not being a violation for which the Owner has been given notice under this section within the preceding six (6) months.
- b. To exercise this right, the Owner must notify the Board in writing within thirty (30) days after the date of the certified notice regarding their alleged deed restriction violation, that (s)he wishes to address the issue to the Board. The Owner shall include in the written request their desire that this hearing be held either in a Regular Open Board meeting or in a Closed Executive session.
- c. No later than ten (10) days before such a deed restriction violation hearing, the HOA must provide the Owner a packet containing all documents, photographs, and communication relating to the matter the HOA intends to introduce at the hearing.
- d. The hearing must follow a set procedure, the Board will present its case, and the Owner or their representative will have the opportunity to present evidence and witnesses on his/her behalf.
- e. The Board is not required to make a determination as to the violation during the hearing.

Subsection 3. Enforcement Actions

1. As specified by the TPC and/or the Declaration and/or the 209 Letter, enforcement actions may be applicable and include:
 - a. Suspension of an Owner's right to use a common area
 - b. Charging an Owner for property damage (The Board may cause the rule, regulation, use restriction, covenant, and/or condition to be complied with and bill the Owner the cost incurred by the HOA to do so, along with an administrative fee as the Board may determine)
 - c. Levying of a fine
 - d. Filing a suit against an Owner to recover sums due for damages or injunctive relief, or both
 - e. The HOA or its duly authorized agent shall have the power to enter upon a Lot or Unit to abate or remove a violation, using such force as may be reasonably necessary, any erection, thing or condition which violates our governing documents. Before entry, except in case of an emergency, appropriate notice shall be given to the Owner of the involved Lot or Unit, as required by law.
 - f. Payment of a fine shall not constitute a waiver or variance for the violation, all violations must be corrected regardless of whether fines are imposed or paid.

Subsection 4: Other

1. Tenants and Guests. Owners are responsible for violations of the governing documents by their invitees, tenants, and guests. Any notice sent by the HOA to an Owner in conformance with this program may also be sent to the tenant residing in the Owner's residence at the discretion of the HOA, however no payment information – charge-back, fines, etc. – shall be shared with tenants.
2. Notices. In addition to notification requirements set out above, other requested means of communication or contact (fax number, email address, etc.) may also be used as

additional, duplicate notice. However delivered, notice shall be effective three (3) days after mailing.

Section 3: **Enforcement of Clubhouse Rules and Regulations**

These procedures address the facilities both inside and outside the Clubhouse – basically the area enclosed by the circular drive around the Clubhouse area.

1. If a Owner violates the HOA governing rules & policies and requests for compliance go unheeded, the Owner may be subjected to loss of privileges and/or fines (monetary compensation where damage is involved).
2. The Staff will make the determination on a case-by-case basis as to whether the enforcement process is started.
3. The Board will become involved if the Owner asks for a hearing or if it becomes necessary to have the attorney take legal action and/or to enforce the loss of privileges.
4. Violations will be routinely handled as shown in the table that follows. The Board may skip steps dependent on the severity of the infraction.

DESCRIPTION	ACTION
First Occurrence	Verbal confrontation/education, with a warning letter if deemed necessary
Second Occurrence	Temporary or permanent loss of privileges
Owner disregarding a loss of privileges status	To the Attorney for legal action to enforce loss of privileges

Section 4. **Enforcement of Delinquent Accounts**

All payments for assessments are due by the last day of the month and are delinquent if not paid by that date. Implementation of the Declaration's Article IV. Assessments is as follows:

1. Subsection 1: **Delinquent 10 days**
 - a. Any Member who is delinquent for a period of more than ten (10) days (equals day eleven of the month) will incur a late charge of \$25.00 for the delinquency.
 - b. A Notice of Delinquency communication will be sent informing the Member of their delinquency status and their incurred late fee.
2. Subsection 2: **Delinquent 30 days**
 - a. Any Member who is delinquent for a period of more than thirty (30) calendar days shall receive a certified, return receipt letter informing them that they are now more than thirty (30) days late, and that they are allowed 45 days from the date of the letter to cure the delinquency before collection action may be taken.
 - b. As a result of being late, they will be notified that a continuing contractual vendor's lien has been attached to their property which entails additional costs for the Owner. The letter will also let the Member know further ramifications for not paying in a timely manner. These further actions may include: 1) the account will be turned over to an attorney and may entail the imposition of additional fees and costs which will be estimated in the letter, 2) all costs incurred by the HOA to collect the delinquent balance must be reimbursed by the Member, and 3) the resident's rights to use the common areas may be suspended.
3. Subsection 3: **Delinquent 60 days**
 - a. An action shall be announced in an open session of a Board meeting that the Board is directing the HOA Attorney to send a delinquency notification to the Member who is delinquent for sixty (60) days or more informing them that the HOA may 1) file suit for collection of unpaid assessments, 2) foreclose the vendor's lien, 3) collect attorney's fees and expenses (which may exceed an amount, which will be estimated

- in the letter based on prevailing legal costs and fees at the time the letter is sent), and 4) collect interest and court costs.
- b. Ongoing delinquencies beyond this notification point may generate additional costs to the Owner.
4. Subsection 4: **Application of Delinquent Payments**
- a. All unauthorized partial payments shall be applied in such manner as the Board shall determine, in accordance with applicable state law.
 - b. If the Board does not determine the manner of application, then each payment shall be applied first to delinquent assessments, then to current assessments, then to any reasonable attorney's fees or reasonable third party collection costs incurred by the HOA associated solely with assessments or any other charge that could provide the basis for foreclosure, then to any reasonable attorney's fees incurred by the HOA that are not included in the previous category, then to any reasonable fines assessed by the HOA, and lastly to any other reasonable amount owed to the HOA.
 - c. A letter may be sent letting the Owner know that 1) additional attorney's fees and expenses have been incurred, 2) if the Owner does not respond the HOA may file suit without further notice, and 3) legal fees may be billed to the delinquent Owner as allowed by applicable law.

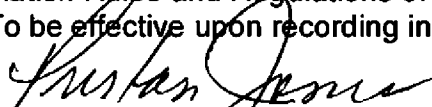
Article 4 Alternate Payment Schedule

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding Twenty-four (24)-month period. If a default has occurred in the previous twenty-four (24)-month period, then the Board of Directors shall use its discretion in deciding whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the HOA or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding the foregoing acceptance by the HOA of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months, nor is an Owner entitled to a payment plan that exceeds eighteen (18) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the HOA shall refrain from charging additional late fees or other monetary penalties. However, the HOA may charge interest at a rate not exceeding the maximum rate of interest allowed by law, in addition to costs or fees associated with administration of the payment plan.

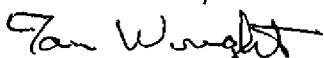
CERTIFICATION

The foregoing Amended and Restated Association Rules and Regulations of Heritage Grand Homeowners Association, Inc. are intended to fully and completely replace any and all previous Association Rules and Regulations in their entirety.


We the undersigned, representing a majority of the Directors of Heritage Grand Homeowners Association, Inc., do hereby certify that the within and foregoing Amended and Restated Association Rules and Regulations were properly approved and adopted by at least a majority of the Board of Directors of Heritage Grand Homeowners Association, Inc. on December 13, 2021 as the Association Rules and Regulations of Heritage Grand Homeowners Association, Inc. To be effective upon recording in Fort Bend County, Texas.



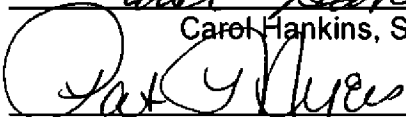
Preston Jones, President




Jan Wright, Vice-President



Carol Hankins, Secretary



Pat Myers, Treasurer

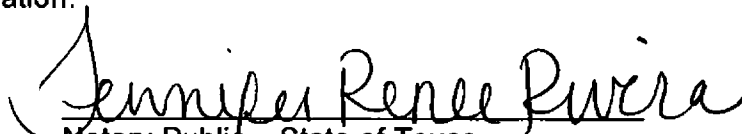


Gary Patton, Director

VERIFICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS INSTRUMENT was acknowledged before me on this the 15th day of December 2021 by the above said Carol Hankins, Secretary of HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Notary Public - State of Texas

